

<b>ORDER FOR SUPPLIES OR SERVICES</b>										PAGE 1 OF 37			
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. <b>N65236-12-D-047W</b>			2. DELIVERY ORDER/ CALL NO. <b>V701</b>		3. DATE OF ORDER/ CALL (YYYYMMDD) <b>2013 Sep 30</b>		4. REQ./ PURCH. REQUEST NO.  <b>1300331839-0001</b>		5. PRIORITY				
6. ISSUED BY US NAVY SPAWARSSYSCEN ATLANTIC CHARLESTON PO BOX 190022 2.0 CONTRACTS 843-218-6078 SEAN.J.MCHUGH1@NAVY.MIL NORTH CHARLESTON SC 29419-9022				7. ADMINISTERED BY (if other than 6) NATIONAL INSTITUTE OF HEALTH OD/OA/OLAO/DITA/NITAAC 6011 EXECUTIVE BLVD SUITE 503G BETHESDA MD 20892-7260		SCD: C		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)					
9. CONTRACTOR SMARTRONIX, INC. GOVERNMENT REPRESENTATIVE NAME AND ADDRESS 44150 SMARTRONIX WAY HOLLYWOOD MD 20636-3172				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. DISCOUNT TERMS Net 30 days					
13. MAIL INVOICES TO THE ADDRESS IN BLOCK WAWF APPLIES													
14. SHIP TO  <b>SEE SCHEDULE</b>				15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPS PO BOX 182264 COLUMBUS OH 43218-2264				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein. REF:									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  <b>See Schedule</b>													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		<b>SEE SCHEDULE</b>											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 843-218-5976 EMAIL: paula.somers@navy.mil BY: PAULA SOMERS				25. TOTAL <div style="background-color: #cccccc; text-align: center; padding: 2px;">(b)(6)</div>		26. DIFFERENCES		\$2,724,497.52	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

## Section A - Solicitation/Contract Form

CONTRACT FORM

1. This Order is for Amazon Web Services (AWS) Cloud Hosting – Computing, Storage Utility & Networking on a Cost-Plus-Fixed-Fee (CPFF) basis.

This Task Order (TO) is issued against the National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Officers-Solutions and Partners 3 (CIO-SP3) Small Business Services/Solutions multiple award contract vehicle, Contract: HHSN316201200047W

The DD form 1155 contract number in block 1 of this order is different from the contract vehicle it was issued against due to technical limitations of the contract writing system at the issuing location.

2. The period of performance for this effort is a base period of 12 months (30 September 2013 through 29 September 2014) and two 12 month option periods (30 September 2014 through 29 September 2015 and 30 September 2015 through 29 September 2016). This task order also includes the Option to Extend Services clause, FAR 52.217-8, which if exercised the period of performance can be extended up to six months (30 September 2016 through 29 March 2017).

3. The ceiling for this Order is (b)(4) and is broken out as follows:

Base Year: \$2,724,497.52

Option Year 1: (b)(4)

Option Year 2: (b)(4)

Total: (b)(4)

4. The withholding requirement under FAR 52.216-8 entitled “Fixed Fee” is hereby waived.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES		
1000	BASE YEAR SUPPORT CPFF Estimated LOE 400 hours.	ESTIMATED COST	(b)(4)
		FIXED FEE	
		TOTAL ESTIMATED COST	
		PLUS FIXED FEE	
	PURCHASE REQUEST NUMBER: 1300331839-0001		

100001 ACRN AA Informational SubClin for accounting purposes only.

ITEM NO	SUPPLIES/SERVICES		
1001	OPTION YEAR 1 - SUPPORT CPFF Estimated LOE 400 hours.	ESTIMATED COST	(b)(4)
		FIXED FEE	
		TOTAL ESTIMATED COST	
		PLUS FIXED FEE	
	PURCHASE REQUEST NUMBER: 1300331839-0001		

ITEM NO	SUPPLIES/SERVICES		
1002	OPTION YEAR 2 - SUPPORT		

CPFF  
Estimated LOE 400 hours.

ESTIMATED COST  
  
FIXED FEE  
TOTAL ESTIMATED COST  
PLUS FIXED FEE

(b)(4)

ITEM NO	SUPPLIES/SERVICES
2000	<p>BASE YEAR - AWS SERVICES CPFF Smartronix shall pass along to SPAWAR their 10% reseller discount from AWS as proposed. This discount shall be applied off of current AWS list price at the time of invoicing.</p> <p>Smartronix shall also honor any proposed volume discounts for Reserved Instances, Storage, and Instance hour pricing as thresholds are met.</p>

ESTIMATED COST  
  
FIXED FEE  
TOTAL ESTIMATED COST  
PLUS FIXED FEE

(b)(4)

200001    ACRN AA    Informational SubClin for accounting purposes only.

ITEM NO	SUPPLIES/SERVICES
2001 OPTION	OPTION YEAR 1 - AWS SERVICES

Smartronix shall pass along to SPAWAR their (b)(4) discount from AWS as proposed. This discount shall be applied off of current AWS list price at the time of invoicing.

(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST
2002 OPTION	<p>OPTION YEAR 2 - AWS SERVICES CPFF</p> <p>Smartronix shall pass along to SPAWAR their (b)(4) discount from AWS as proposed. This discount shall be applied off of current AWS list price at the time of invoicing.</p> <p>Smartronix shall also honor any proposed volume discounts for Reserved Instances, Storage, and Instance hour pricing as thresholds are met.</p>	<p>(b)(4)</p>
		<p>FIXED FEE</p> <p>TOTAL ESTIMATED COST PLUS FIXED FEE</p>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3000		UNDEFINED	Lot	UNDEFINED	(b)(4)

## BASE YEAR - CAF COST

The Government shall pay a CAF of 1.00% of total obligated amount under this order. This sum may increase/decrease from time to time by contract modifications to the obligated amounts in Section G of this Order. This sum is invoiced by the contractor, Smartronix, and is the sole responsibility of the contractor for payment of the CAF to National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC).FOB: Destination

MAX COST

(b)(4)

300001    ACRN AA    Informational SubClin for accounting purposes only.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION		UNDEFINED	Lot	UNDEFINED	(b)(4)

## OPTION YEAR 1 - CAF COST

The Government shall pay a CAF of 1.00% of total obligated amount under this order. This sum may increase/decrease from time to time by contract modifications to the obligated amounts in Section G of this Order. This sum is invoiced by the contractor, Smartronix, and is the sole responsibility of the contractor for payment of the CAF to National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC).FOB: Destination

MAX COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	OPTION YEAR 2 - CAF COST	UNDEFINED	Lot	UNDEFINED	(b)(4)

The Government shall pay a CAF of 1.00% of total obligated amount under this order. This sum may increase/decrease from time to time by contract modifications to the obligated amounts in Section G of this Order. This sum is invoiced by the contractor, Smartronix, and is the sole responsibility of the contractor for payment of the CAF to National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC). FOB: Destination

MAX COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
4000	BASE YEAR - CDRLs CDRLs - DD FORM 1423 IAW the PWS	UNDEFINED			NSP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	OPTION YEAR 1 - CDRLs CDRLs - DD FORM 1423 IAW the PWS	UNDEFINED			NSP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
4002	OPTION YEAR 2 - CDRLs CDRLs - DD FORM 1423 IAW the PWS	UNDEFINED			NSP

## CLAUSES INCORPORATED BY FULL TEXT

**5252.216-9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (APR 2000) (VARIATION)**

## (a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

## (b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

## (c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

## (d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract. Estimated cost will be increased/decreased as applicable.

## (e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

## (f) Modifications to the Basic Contract.



If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

(End of clause)

LOE

This is a Cost-Plus-Fixed-Fee (CPFF) Level of Effort (LOE) term Task Order (TO).

The total estimated amount of hours to complete this tasking for the base year and all option years is 1,200 hours. The 1,200 hours are computed as follows:

Base Year – 400 hours

Option Year (OY) One (1) – 400 hours

Option Year (OY) Two (2) – 400 hours

Total = 1,200 hours.

Until the option year(s) are exercised in a contract modification Smartronix is authorized to only perform the estimated 400 hours for the base year.

## Section C - Descriptions and Specifications

PWS 29SEP13**PERFORMANCE WORK STATEMENT (PWS)  
30SEP13****SHORT TITLE: Amazon Web Services (AWS) Cloud Hosting – Computing, Storage,  
Utility & Networking Support**

Work under this performance-based contract will be performed in accordance with the following description/ specifications/ statement of work (SOW) which herein will be referred to as PWS:

**1.0 PURPOSE****1.1 BACKGROUND**

Smartronix is pleased to provide the SPAWAR's Cloud Services Integration (CSI) IPT with a cost-effective and responsive solution to acquire Amazon Web Services (AWS) Cloud Computing services. We are an AWS Authorized Government Partner, AWS Premier Consulting Partner, and an AWS Channel Partner and have been providing AWS services to Federal Agencies since 2009 with successful deployments with US Federal agencies and the Department of Defense. We will assure success for CSI IPT by working in concert with their mission needs and ensure rapid fulfillment of their AWS Cloud Hosting Services requests using our experienced and mature delivery organization that has attained ISO 9001, CMMI Level 3 and ISO 20000 certifications. Over our 17 year history we have developed an experienced and agile infrastructure development, deployment and operations support capability for DoD and Civilian clients. We will deploy our resources, processes and experience to ensure that SPAWAR CSI has rapid and cost-effective access to the AWS platform. As one of AWS' largest resellers in the world, we can offer significant discounts based on the volume of services offered.

**1.2 SCOPE**

Smartronix will ensure the fulfillment of requests for accredited AWS in Amazon's GovCloud, East, and West Regions and provide business & technical support including training necessary to ensure CSI IPT's ability to provision, monitor and manage AWS Cloud Computing Services. Accredited AWS Services included are Elastic Cloud Computing (EC2), Elastic Block Storage (EBS), Virtual Private Cloud (VPC), Simple Storage Service (S3), Simple Database (SimpleDB), CloudWatch, Route 53, Autoscaling, AWS Management Console, AWS Direct Connect, AWS Identity and Access Management (IAM), AWS Import/Export, Elastic Load Balancing, High Performance Computing, and VM Import/Export. Additionally Smartronix will provide additional AWS services as they become accredited in the future.

**2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)**

All work will be accomplished using the best commercial practices and current acceptable industry standards. The applicable references and standards invoked will vary within individual tasks and will be specifically called-out in each task order. In accordance with Defense Acquisition Policy changes, maximum utilization of non-government standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors will be able to meet those cited when applicable to the task order.

**2.1 REQUIRED DOCUMENTS**

The following instructional documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

	<b>Document Number</b>	<b>Title</b>
a.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM)
b.	DoDD 5220.22	DoD Directive – National Industrial Security Program

c.	DoD 5200.2-R	DoD Regulation – Personnel Security Program
d.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program

## 2.2 GUIDANCE DOCUMENTS – Not Applicable

## 2.3 SOURCE OF DOCUMENTS

Smartronix will obtain all applicable documents. Specifications and commercial/industrial documents may be obtained from the following sources:

Copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles. Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099. All other commercial and industrial documents can be obtained through the respective organization's website.

## 3.0 PERFORMANCE REQUIREMENTS

Smartronix, an AWS Premier Value Added Reseller, will provide coordination for SPAWAR on usage of AWS Services. Smartronix will: 1. Establish AWS accounts for SPAWAR; 2. Establish initial Administrative access; 3. Provide Program Management.

### **Establish AWS Accounts for SPAWAR:**

Smartronix will create an AWS account for SPAWAR to manage their resources. This will be the account that Smartronix uses to monitor resource usage for Monthly reporting, Invoice Support Documentation and Contract Funds Status Reporting.

### **Establish Administrative Accounts:**

Smartronix will provide SPAWAR with access to the initial Administrative user account(s) that have full AWS access. SPAWAR authorized personnel can then generate user's accounts for engineers and other SPAWAR authorized personnel to utilize the AWS resources. SPAWAR will manage all policy for the usage of the AWS resources and user accounts. Smartronix will have no access to the AWS resources (Smartronix access will be limited to visibility to resource utilization reporting for financial accounting purposes).

### **Program Management:**

Smartronix will work closely with the government project manager and when applicable provide support at the sponsor level. Smartronix will assign a technical single point of contact, also known as the Program Manager (PM) who will work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. Smartronix will also assign a Billing Analyst (BA) for billing related reporting, analysis and incidents. The PM and BA will provide the government project manager and COR with consolidate monthly reporting and billing for all AWS services provided.

Through this arrangement Task 1, Task 2 and Task 3 will be fulfilled as defined below in subsection 3.1.

## 3.1 Tasking –CNIC Funded by N0005213RC017SC

### **3.1.1 Task 1: Amazon Web Services for Cloud Computing Platform Solutions**

Smartronix will provide the following AWS Cloud Computing services for use by SPAWAR:

- Cloud computing platform, including the following solutions:
  - Application hosting
  - Backup and storage
  - Web hosting
  - Enterprise IT, and
  - Databases.
- Cloud computing instances

- Cloud networking
- Cloud utility services
- Cloud-specific training on AWS products and services

Smartronix will provide authorized SPAWAR administrators access to a web based Management Console that unifies and simplifies the user experience across these different areas of functionality. The user experience begins with a secure login for authentication, and then their resources access can be managed in the Identity and Access Management (IAM) service. All elements of the Console are user-targeted based on their specific needs. As such, all users must be authenticated to access the portal. Once in the portal, users only see the elements for which they have permissions.

**3.1.2 Task 2:** Utility-based Computing Services for Amazon Web Services Smartronix will provide AWS services in a utility model whereby DON is only billed for services that are reserved for, or consumed by, them, during the prior billing period. DON will have nearly unlimited resources available to them and will be responsible for their resource consumption and commitment of reservation of resources.

- Smartronix will provide the following in conjunction with the provisioning and usage of the AWS utility metered services (e.g. the billing and incident response capabilities):
  - Incident response
  - Utility-based billing
  - Comprehensive reporting on all assets provisioned, asset usage, service utilization
  - Access to Cloud training services
  - Billing Monitoring

### **3.1.3 Task 3:** Geographically Dispersed Hosting and Networking Services for Amazon Web Services

Smartronix will provide SPAWAR the capability to use load balancing to automatically distribute incoming application traffic across multiple instances and enable greater fault tolerance as well as offer distribution functionality to make downloading and uploading items quicker for SPAWAR LANT.

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all contract installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 14 Apr 12, Smartronix will, ensure proper notification and status updates of installation work performed outside of SSC Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

## **4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS**

### **4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS**

When applicable, Smartronix will be responsible for the following:

- 4.1.1 Ensure that no production systems are operational on any RDT&E network.
- 4.1.2 Follow DoDI 8510.01 of 28 Nov 2007 when deploying, integrating, and implementing IT capabilities.
- 4.1.3 Migrate all Navy Ashore production systems to the NMCI environment where available.
- 4.1.4 Work with government personnel to ensure compliance with all current Navy IT & IA policies, including those pertaining to Cyber Asset Reduction and Security (CARS).
- 4.1.5 Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 28 Nov 2007 prior to integration and implementation of IT solutions or systems.

#### 4.2 ACQUISITION OF COMMERCIAL SOFTWARE PRODUCTS, HARDWARE, AND RELATED SERVICES

Not Applicable

#### 4.3 SECTION 508 COMPLIANCE - Not Applicable

### 5.0 CONTRACT ADMINISTRATION

Smartronix will deliver an effective Contract Administration function that ensures the government's requirements are met, delivered on schedule, and performed within budget.

#### 5.1 CONTRACT LIAISON

Smartronix will assign a technical single point of contact, also known as the Program Manager (PM) who will work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. Our PM is ultimately responsible for ensuring that our performance meets all government contracting requirements within cost and schedule. The Smartronix PM has full authority and control over all company resources necessary for contract performance. Specifically, our PM will have the authority to approve task order proposals in emergent situations. The program manager will also have responsibility for personnel management; management of government material and assets; and personnel and facility security. In support of open communication, we will initiate periodic meetings with the COR.

#### 5.2 CONTRACT MONITORING AND MAINTENANCE

Smartronix will deliver a thorough contract management process that is focused on effective monitoring and maintaining the contract. Smartronix' contract management process has been approved through our ISO and CMMI certifications.

##### 5.2.1 Contract Administration Documentation

Smartronix will provide the following documentation:

##### 5.2.1.1 Contract Status Report (CSR)

Smartronix will prepare and deliver a Contract Status Reports (CDRL A002) monthly at least 30 days after contract award on the 10<sup>th</sup> of each month. The contract status report will be provided to the COR in accordance with the DD1423.

##### 5.2.1.2 Task Order Status Report (TOSR)

Smartronix will prepare and develop and submit a Task Order Status Reports (CDRL A004) both weekly and monthly. The report will include all costs required to support the contract. The TOSR include the following variations of reports:

(a) Monthly TOSR – The monthly TO status report will be provided to the COR and government Project Engineer. Commencing one full month after the TO award date, TO status reports will be submitted no later than the 10<sup>th</sup> of each month. The task order status report will be provided to the COR in accordance with the DD1423.

(b) Weekly TOSR – The Weekly TO Status Report will be emailed to the COR no later than close of business (COB) every Friday. The first report will be delivered on the first Friday following the first full week after the TO award date. The initial report will include a projected Plan Of Action and Milestones (POA&M). The weekly status report will, as a minimum, include the following items and data:

1. Notification when obligated costs have exceeded 75% of the amount authorized

(c) Data Calls – If required, a data call report will be emailed to the TO Originator and the COR within six working hours of the request. All information provided will be the most current. Cost and funding data will reflect real-time balances. Report will account for all planned, obligated, and expended charges and hours. The report will include, as a minimum, the following items and data:

1. Percentage of work completed (by contract and task order level)
2. Percentage of funds expended (by contract and task order level)
3. Updates to the POA&M and narratives to explain any variances

#### 5.2.1.3 Task Order Closeout Report

Upon Task Order (TO) completion a TO Closeout Report (CDRL A005), will be developed and delivered no later than 30 days after the TO completion date. In accordance with the DD1423 the TO closeout report will be provided to the Contracting Officer and COR.

#### 5.2.1.4 Contractor Manpower Reporting – Not Applicable

#### 5.2.1.5 WAWF Invoicing Notification and Support Documentation

In accordance with contract clause 252.232-7003 and 252.232-7006, Smartronix will submit payment requests and receiving reports using Wide Area Work Flow (WAWF). We will provide e-mail notification to the COR when payment requests are submitted to the WAWF. If requested by the COR, Smartronix will provide a soft copy (CDRL A001) of the invoice and any supporting documentation in order to assist the COR in validating the invoiced amount against the products/services provided during the billing cycle. As applicable, Smartronix will forward copies of invoices to the COR immediately after submittal of WAWF payment request. For supplemental supporting documentation, Smartronix will forward to the COR within 24 hours from initial time of request.

#### 5.2.1.6 Labor Rate Limitation Notification

Smartronix will monitor the following labor rates as part of the monthly contract and TO status reports:

- (a) Average actual labor rates per person charged on contract/task order – If the average fully burdened rate of any individual exceeds \$250K/yr (\$120.19/hr) and was not disclosed prior to the basic contract (or TO) award, Smartronix will send notice and rationale (CDRL A007) for the labor rate to the COR who will then send notification to the Contracting/Ordering Officer.
- (b) Average actual labor rates (total actual fully burdened labor costs “divided by” total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by 15%, Smartronix will send notice and rationale (CDRL A007) for the rate variance to the COR who will then send notification to the Contracting /Ordering Officer. Contractors will additionally notify the government if variances exceed 20% for more than three consecutive months. Contractors will annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly contract/TO status reports. How well a contractor monitors labor rates will be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

#### 5.2.1.7 ODC Limitation Notification

Smartronix will monitor Other Direct Costs (ODCs) as part of the monthly contract and TO status reports. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs required in performance of the contract/task order. If the cumulative total cost of ODCs exceed the estimated total cost of ODCs (cumulative per contract or task order) by 10%, Smartronix will send notice and rationale (CDRL A007) for exceeding cost to the COR who will then send a signed memorandum to the Contracting Officer documenting the reasons justifying the increase of ODC.

#### 5.3 CONTRACT ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Due to the type of work performed, there are organizational conflict of interest clauses that are applicable to this contract. The contract will follow the restrictions as cited in clause 5252.209-9201, 5252.209-9202, 5252.209-9203 and 5252.209-9205.

#### 5.4 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this contract does not require Earned Value Management (EVM) implementation due to the cost of contract not exceeding \$20M;

## **6.0 QUALITY ASSURANCE**

### **6.1 QUALITY ASSURANCE SYSTEM**

In accordance with the provisions of FAR 52.246-11, Smartronix will provide and maintain a quality/inspection system that, as a minimum, adheres to the requirements of ANSI/ISO Q9001 (Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing). The Smartronix quality system is compliant with ISO-9001 and SEI CMMI level 3. The Smartronix quality system will be made available to the government for review at both a program and worksite services level. We recognize that the Government reserves the right to disapprove the Contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level.

### **6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE**

#### **6.2.1 General**

Smartronix has processes in place that will coincide with the government's quality management processes. As required, we will use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. Smartronix will provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC Atlantic requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program.

### **6.3 QUALITY CONTROL**

Smartronix is responsible for all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M or procedural quality system document. The Government reserves the right to perform any inspections deemed necessary to assure that Smartronix provided services, documents, and material meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

### **6.4 QUALITY MANAGEMENT DOCUMENTATION – Not Applicable**

In support of the contract's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the Smartronix will provide the following documents: Cost and Schedule Milestone Plan (CDRL A010) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A011) submitted monthly.

<b>CDRL #</b>	<b>Description</b>	<b>PWS Reference Paragraph</b>
A010	Cost and Schedule Milestone Plan	6.4
A011	Contractor CPARS Draft Approval Document (CDAD) Report	6.4

## **7.0 DOCUMENTATION AND DELIVERABLES**

### **7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)**

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the basic contract. Smartronix will establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task.

<b>CDRL #</b>	<b>Description</b>	<b>PWS Reference Paragraph</b>
A001	Invoice Support Documentation	3.1.1, 3.1.2, 3.1.3
A002	Contract Status Reports	5.2.1.1
A003	Staffing Plan	8.2.1

A004	Task Order Status Report (TOSR)	5.2.1.2, 11.2.4
A005	Task Order Closeout Report	5.2.1.3, 11.5
A006	Contractor Manpower Quarterly Status Report (QSR)	5.2.1.4
A007	Limitation Notification & Rationale	5.2.1.6, 5.2.1.7
A008	Quality Assurance Plan	6.1
A009	Contract Funds Status Report (CFSR)	5.4
A010	Cost and Schedule Milestone Plan	6.4
A011	Contractor CPARS Draft Approval Document (CDAD) Report	6.4

### 7.1.1 NON-DATA DELIVERABLES

The following table lists all required non-data deliverables:

#	Deliverable Description	TO PWS Reference	Date Due
1	S3 Service Level Agreement (SLA)	6.4	At time of Award
2	EC2 Service Level Agreement (SLA)	6.4	At time of Award

### 7.2 ELECTRONIC FORMAT

At a minimum, Smartronix will provide deliverables electronically by email; hard copies are only required if requested by the government. To ensure information compatibility, Smartronix will guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data will be provided in an editable format compatible with SSC Atlantic corporate standard software configuration as specified below. Smartronix will conform to SSC Atlantic corporate standards within 30 days of contract award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

### 7.3 INFORMATION SYSTEM

#### 7.3.1 Electronic Communication

Smartronix will have broadband Internet connectivity and an industry standard email system for communication with the government. We will be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract will be accessible by email through individual accounts during all working hours.

#### 7.3.2 Information Security

Smartronix will provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information will only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

##### 7.3.2.1 Safeguards

Smartronix will protect government information and will provide compliance documentation validating they are meeting this requirement. We will abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.



(d) Encrypt all information that has been identified as Controlled Unclassified Information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DOD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." Solutions will meet FIPS 140-2 compliance requirements.

(e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

(f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

(g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

(h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

(i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
3. Prompt application of security-relevant software patches, service packs, and hot fixes.

(a) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(b) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

#### 7.3.2.2 Compliance

Smartronix' quality processes procedures are compliant with information security requirements.

## 8.0 SECURITY

Document Number	Title
DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
DoD 5220.22-M	DoD Manual – National Industry Security Program Operating Manual (NISPOM)
DoD 5200.2-R	DoD Regulation – Personnel Security Program
DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12

Document Number	Title
DoDD 5220.22	DoD Directive – National Industrial Security Program
DoDD 8500.1	DoD Directive – Information Assurance
DoDI 8500.2	DoD Instruction – Information Assurance (IA) Implementation
SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
SPAWARINST 3432.1	SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
NIST SP 800-Series	National Institute of Standards and Technology Special Publications 800 Series – Computer Security Policies, Procedures, and Guidelines
SPAWARSYSCENCHASNINST 12900.1A	SPAWARSYSCEN Charleston Instruction – Check-in and Check-out Procedures, 18 May 2005
HPSD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
DTM-08-003	Directive-Type Memorandum 08-003 – Next Generation Common Access Card (CAC) Implementation Guidance, December 1, 2008
FIPS PUB 201-1	Federal Information Processing Standards Publication 201-1 – Personal Identity Verification (PIV) of Federal Employees and Contractors, March 2006
Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification

## 8.1 ORGANIZATION

### 8.1.1 Classification

#### **OPTION A: Unclassified (No DD Form 254 required):**

All work performed under this contract will be “unclassified.”

### 8.1.2 Security Officer

Smartronix will appoint a Security Officer to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this contract. The Security Officer will be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on contract. Responsibilities include entering and updating the personnel security related and mandatory training information within the Staffing Plan document, which is part of Attachment 1 of CSR (CDRL A002) – applicable Staffing Plan sheets include: Security Personnel Tracking sheet, CAC SPAWAR Badge Tracking sheet, Mandatory Training Sheet, and IAWF Personnel sheet.

## 8.2 PERSONNEL

Smartronix will conform to the security provisions of DoD 5220.22M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD-8570.01M/DoD-8140, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, we will ensure their personnel possess and can maintain security clearances at the appropriate level(s) , and are certified/credentialed for the Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF), as applicable. At a minimum, we will validate that the background information provided by their employees charged under this contract is correct, and the employee will hold a minimum of a trustworthy determination. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: If a final determination is made that an individual does not meet the minimum standard for a Position of Trust (SF 85P) (National Agency Check with Inquires (NACI) or Moderate Risk Background Investigation (MBI)), then the individual will be permanently removed from SSC Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a security clearance is "denied" for a clearance or receives an "Interim Declination" that individual will be removed from SSC Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is

approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs will cease charging labor hours directly or indirectly on task and contract.

#### 8.2.1 Personnel Clearance

At times there may be a requirement for some personnel associated with this contract to possess a SECRET clearance. These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data as required. Prior to starting work on the task, our personnel will have the required clearance granted by the Defense Industrial Security Clearance Office (DISCO) and will comply with IT access authorization requirements. In addition, contractor personnel will possess the appropriate IT level of access for the respective task and position assignment as required by DoDD 8500.1, Information Assurance and DoDI 8500.2, Information Assurance (IA) Implementation. Any future revision to the respective directive and instruction will be applied to the TO level as required. Smartronix personnel will handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense security regulations. Any security violation will be reported immediately to the respective Government Project Manager.

#### 8.2.2 Access Control of Contractor Personnel

##### 8.2.2.1 Physical Access to Government Facilities and Installations

Contractor personnel will physically access government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts will comply with the latest security regulations applicable to the government facility/installation.

(a) The majority of government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. Smartronix will initiate and submit a request for visit authorization to the COR in accordance with DoD Manual 5220.22M (NISPOM) not later than one (1) week prior to visit – timeframes may vary at each facility/installation. For admission to SPAWARSYSCEN Atlantic facilities/installations, a visit request will be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, visit request documentation will be forwarded directly to the on-site facility/installation security office (to be identified at task order level) via approval by the COR.

(b) Depending on the facility/installation regulations, contractor personnel will present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: SPAWARSYSCEN Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor will contact SPAWARSYSCEN Atlantic Security Office directly for latest policy.

(c) As required, a temporary or permanent automobile decal for each contractor personnel may be issued. Smartronix assumes full responsibility for the automobile decal and will be responsible for the return and/or destruction of the automobile decal upon termination of need or of personnel.

(d) All contractor persons engaged in work while on Government property will be subject to inspection of their vehicles at any time by the Government, and will report any known or suspected security violations to the Security Department at that location

##### 8.2.2.2 Identification and Disclosure Requirements

As required in DFARS 211.106, Contractors will take all means necessary to not represent themselves as government employees. All Contractor personnel will follow the identification and disclosure requirement as specified in clause 5252.237-9602.

##### 8.2.2.3 Government Badge Requirements

As specified in contract clause 5252.204-9202, some contract personnel will require a government issued picture badge. While on government installations/facilities, contractors will abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for

obtaining and complying with the latest security identification requirements for their personnel as required. Contractors will submit valid paper work (e.g., site visit request, request for picture badge, and/or SF85P for CAC card) to the applicable government security office via the contract COR. The contractor's appointed Security Officer, which is required in clause 5252.204-9200, will track all personnel holding local government badges at contract or TO level.

#### 8.2.2.4 Common Access Card (CAC) Requirements

Some government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a Common Access Card (CAC) for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. Smartronix is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel will be able to meet all of the following security requirements prior to work being performed:

(a) In accordance with Directive-Type Memorandum (DTM-08-003), issuance of a CAC will be based on the following four criteria:

1. eligibility for a CAC – to be eligible for a CAC, Contractor personnel's access requirement will meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the government on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.
2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Contractor Verification System (CVS).
3. completion of background vetting requirements according to FIPS PUB 201-1 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Personnel requiring a CAC under SSC Atlantic will contact the SSC Atlantic Security Office to obtain the latest requirements and procedures.
4. verification of a claimed identity – all personnel will present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list will be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.

(b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC will have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC with PKI, contractor personnel will complete the mandatory IA Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee will complete annual IA training. The following guidance for training and form submittal is provided; however, contractors will seek latest guidance from their appointed company Security Officer and the SSC Atlantic Information Assurance Management (IAM) office:

1. For annual DoD IA Awareness training, contractors will use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SSC Atlantic IAM office at

phone number (843)218-6152 or email questions to [ssc0lant\\_iam\\_office.fcm@navy.mil](mailto:ssc0lant_iam_office.fcm@navy.mil) for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.

2. For SAAR-N form, the contract will use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SSC Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the IAM office via encrypted email to [ssclant\\_it\\_secmgt@navy.mil](mailto:ssclant_it_secmgt@navy.mil).

#### 8.2.2.5 Accessing Navy Enterprise Resources Planning (ERP) System

Contractor personnel will not access the Navy Enterprise Resource Planning (Navy ERP) system.

#### 8.2.2.6 Personnel Check-in and Check-out Procedures

All SSC Atlantic contractor personnel requiring or possessing a government badge and/or CAC for facility and/or IT access will be in compliance with the most current revision of Check-in and Check-out Procedures for Contractors applicable to the facility cited in SPAWARSYSCENCHASNINST 12900.1A. At contract award throughout contract completion, Smartronix will provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this contract within the required timeframe as cited in the Check-in and Check-out instructions. As required, contractor employees will complete and route the most current revision of the Check-in list (SPAWARSYSCENLANT 12900/6) or Check-out list (SPAWARSYSCENLANT 12900/7) as applicable. Contractor's Security Officer will ensure all contractor employees whose services are no longer required on contract return all applicable government documents/badges to the appropriate government representative.

#### 8.2.3 IT Position Categories

In accordance to DoDI 8500.2, SECNAVINST 5510.30, DoD 8570.01 and applicable to unclassified DoD information systems, a designator will be assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R and SECNAVINST 5510.30, the IT Position categories include:

IT-I (Privileged)

IT-II (Limited Privileged)

IT-III (Non-Privileged)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. Smartronix PM will support the Government Project Manager or COR in determining the appropriate IT Position Category assignment for all contractor personnel. All required Single-Scope Background Investigation (SSBI), SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication will be performed in accordance with DoDI 8500.2 and SECNAVINST 5510.30. IT Position Categories will be determined based on the following criteria:

8.2.3.1 IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated SSBI or SSBI-PR. The SSBI or SSBI-PR will be updated a minimum of every 5 years.

8.2.3.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated NAC.

8.2.3.3 IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

#### 8.2.4 Security Training

Regardless of the contract security level required, Smartronix will be responsible for verifying applicable personnel (including subcontractors) receive all required training. At a minimum, the contractor's designated Security Officer will track the following information: security clearance information, dates possessing Common Access Cards, issued & expired dates for SSC Atlantic Badge, Information Assurance (IA) training, Privacy Act training, and Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF) certifications, etc.

#### 8.2.5 Disclosure of Information

Contractor employees will not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by Smartronix, under direction of the government, will not be used for other purposes without the consent of the government Contracting Officer.

### 8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. As directed in DoDD 5205.02E and SPAWARINST 3432.1, SSC Atlantic's OPSEC program implements requirements in DoD 5205.02 – OPSEC Program Manual. Note: OPSEC requirements are applicable when contract personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

#### 8.3.1 Local and Internal OPSEC Requirement

Contractor personnel, including subcontractors if applicable, will adhere to the OPSEC program policies and practices as cited in the SPAWARINST 3432.1 and existing local site OPSEC procedures. Smartronix will develop our own internal OPSEC program specific to the contract and based on SSC Atlantic OPSEC requirements. At a minimum, the contractor's program will identify the current SSC Atlantic site OPSEC Officer/Coordinator.

#### 8.3.2 OPSEC Training

Contractor will track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or a contractor's OPSEC Manager and will, as a minimum, cover OPSEC as it relates to contract work, discuss the Critical Information applicable in the contract/task order, and review OPSEC requirements if working at a government facilities. Any training materials developed by Smartronix will be reviewed by the SSC Atlantic OPSEC Officer, who will ensure it is consistent with SSC Atlantic OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting SPAWAR contracts.

#### 8.3.3 SSC Atlantic OPSEC Program

Contractor will participate in SSC Atlantic OPSEC program briefings and working meetings as required. As required, contractor will complete any OPSEC survey or data call within the timeframe specified.

### 8.4 DATA HANDLING AND USER CONTROLS

#### 8.4.1 Data Handling

At a minimum, Smartronix will handle all data received or generated under this contract as For Official Use Only (FOUO) material.

#### 8.4.2 Effective Use of Controls

Smartronix will screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. Smartronix will utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure

confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references. Compliance with Para 7.3.2.1, Data-at-Rest, is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation.

## **9.0 GOVERNMENT FACILITIES – Not Applicable**

## **10.0 CONTRACTOR FACILITIES**

The contractor's facility will not present a hardship to complete work required on contract. Real time communication will be available and no specific facility location is required.

## **11.0 CONTRACT PROPERTY ADMINISTRATION**

### **11.1 PROPERTY TYPES**

Contract property can either be intangible (i.e., intellectual property and software IAW FAR Part 27) or tangible (i.e., government property IAW FAR Part 45). Smartronix will have established property management procedures and an appropriate property management point of contact who will work with the assigned Government Property Administrator (PA) to ensure their property management system is acceptable. This contract will have the following property in support of the tasking requirements in PWS Para 3.0.

#### **11.1.1 Intangible Property – Intellectual/Software**

##### **11.1.1.1 Government Furnished Information (GFI)**

Intellectual property includes Government Furnished Information (GFI) which includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Depending on the document, certain information (e.g., technical specifications, maps, buildings designs, schedules, etc.) will require addition controls for access and distribution. Unless otherwise specified, all GFI distribution and inventory will be limited to need-to-know and returned at completion of the contract/task order. GFI and its estimated delivery date will be identified at task order level.

#### **11.1.2 Tangible Property – Government Property (GP) – N/A**

##### **11.1.2.1 Government-furnished Property (GFP) Not Applicable**

##### **11.1.2.2 Contractor-acquired Property (CAP)**

As defined in FAR Part 45, Contractor-acquired property (CAP) is property acquired, fabricated, or otherwise provided by Smartronix for performing a contract and to which the Government has title. CAP includes the following:

(a) Contractor Acquired Equipment (CAE) – Property, Plant and Equipment (PP&E) which includes equipment, machine tools, test equipment, etc.

(b) Contractor Acquired Material (CAM) – Operating Material and Supplies (OM&S) which includes materials purchased by Smartronix that will be incorporated into, or attached to a deliverable end item or that may be consumed or expended in performing a TO  
CAP will be identified at the task order level.

### **11.2 TRACKING AND MANAGEMENT – Not Applicable**

### **11.3 TRANSFERRING ACCOUNTABILITY – Not Applicable**

### **11.4 LOST OR DAMAGED ITEMS – Not Applicable**

### **11.5 INVENTORY DISPOSITION– Not Applicable**

**11.6 PERFORMANCE EVALUATION**

Non-compliance with the contract's Government Property terms and conditions will negatively affect the contractor's annual Contractor Performance Assessment Reporting System (CPARS) rating.

**12.0 SAFETY ISSUES****12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

Smartronix will be responsible for ensuring the safety of all company employees, other working personnel, and Government property. Smartronix is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. Without government assistance, Smartronix will make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

**12.1.1 Performance at government facilities**

In addition to complying to clause 5252.223-9200 Occupational Safety and Health Requirements, Smartronix will immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, Smartronix is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

**13.0 SMALL BUSINESS SUBCONTRACTING PLAN – Not Applicable****14.0 TRAVEL – Not Applicable**

*[END OF PWS]*



## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1000	Destination	Government	Destination	Government
100001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2000	Destination	Government	Destination	Government
200001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3000	Destination	Government	Destination	Government
300001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1000	POP 30-SEP-2013 TO 29-SEP-2014	N/A	N/A FOB: Destination	
100001	POP 30-SEP-2013 TO 29-SEP-2014	N/A	N/A FOB: Destination	
1001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	N/A FOB: Destination	
1002	POP 30-SEP-2015 TO 29-SEP-2016	N/A	N/A FOB: Destination	
2000	POP 30-SEP-2013 TO 29-SEP-2014	N/A	N/A FOB: Destination	
200001	POP 30-SEP-2013 TO 29-SEP-2014	N/A	N/A FOB: Destination	
2001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	N/A FOB: Destination	
2002	POP 30-SEP-2015 TO 29-SEP-2016	N/A	N/A FOB: Destination	
3000	POP 30-SEP-2013 TO 29-SEP-2014	N/A	N/A FOB: Destination	
300001	POP 30-SEP-2013 TO 29-SEP-2014	N/A	N/A FOB: Destination	
3001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	N/A FOB: Destination	
3002	POP 30-SEP-2015 TO 29-SEP-2016	N/A	N/A FOB: Destination	
4000	POP 30-SEP-2013 TO 29-SEP-2014	N/A	N/A FOB: Destination	
4001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	N/A FOB: Destination	
4002	POP 30-SEP-2015 TO 29-SEP-2016	N/A	N/A FOB: Destination	

POP

The period of performance for this effort is a base period of 12 months (30 September 2013 through 29 September 2014) and two 12 month option periods (30 September 2014 through 29 September 2015 and 30 September 2015 through 29 September 2016). This task order also includes the Option to Extend Services clause, FAR 52.217-8, which if exercised the period of performance can be extended up to six months (30 September 2016 through 29 March 2017).

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 1731804 52FA 252 00052 0 068732 2D C017SC  
COST CODE: 000523ITQC8Q  
AMOUNT: \$77,350.09  
CIN 130033183900002: \$77,350.09

## CLAUSES INCORPORATED BY REFERENCE

252.204-0002      Line Item Specific: Sequential ACRN Order      SEP 2009

## CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**COST VOUCHER**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**DESTINATION (N65236)**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	N65236
Inspect By DoDAAC	N65236
Ship To Code	N65236
Ship From Code	N/a
Mark For Code	N/a
Service Approver (DoDAAC)	N65236
Service Acceptor (DoDAAC)	N65236
Accept at Other DoDAAC	N/a
LPO DoDAAC	N65236
DCAA Auditor DoDAAC	HAA819
Other DoDAAC(s)	N/a

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(b)(6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**NOT APPLICABLE**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## SPECIAL INSTRUCTIONS

Special instructions to the paying office:

Type of Contract: Cost Plus Fixed Fee (CPFF) Level of Effort (LOE) term

Kind of Contract: Service Contract

Type of Business: Small Disadvantaged Business Performing in U.S.

Surveillance Criticality Designator: C

1. This Order is for Amazon Web Services (AWS) Cloud Hosting – Computing, Storage Utility & Networking on a Cost-Plus-Fixed-Fee (CPFF) basis.

This TO is issued against the National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Officers-Solutions and Partners 3 (CIO-SP3) Small Business Services/Solutions multiple award contract vehicle, Contract: HHSN316201200047W

The DD form 1155 contract number in block 1 of this order is different from the contract vehicle it was issued against due to technical limitations of the contract writing system at the issuing location.

2. The period of performance for this effort is a base period of 12 months (30 September 2013 through 29 September 2014) and two 12 month option periods (30 September 2014 through 29 September 2015 and 30 September 2015 through 29 September 2016). This task order also includes the Option to Extend Services clause, FAR 52.217-8, which if exercised the period of performance can be extended up to six months (30 September 2016 through 29 March 2017).

3. The ceiling for this Order is (b)(4) and is broken out as follows:

Base Year: \$2,724,497.52

Option Year 1: (b)(4)

Option Year 2: (b)(4)

Total: (b)(4)

4. The withholding requirement under FAR 52.216-8 entitled “Fixed Fee” is hereby waived.

## LIMITATION OF LIABILITY

### **LIMITATION OF LIABILITY - INCREMENTAL FUNDING**

This task order is incrementally funded, and the amount currently available is limited to **\$77,350.09**. It is estimated that these funds will cover the cost of performance through **15NOV13**. Subject to the provisions of the clause entitled, “limitation of funds (far 52.232-22)”, of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of **\$77,350.09** shall arise unless additional funds are made available and are incorporated as a modification to the task order.

(a) **Estimated Cost:** The estimated cost of the contractor's performance hereunder, exclusive of the fixed fee and any unexercised option(s), is (b)(4) which amount is based upon data on file in the office of the Contracting Officer. This sum may be increased from time to time by the Government solely at its discretion. Upon the making of any such increase, the Contracting Officer shall notify the contractor in

writing thereof.

(b) **Fixed Fee:** In addition to the estimated cost, the Government shall pay the contractor a fixed fee of (b)(4) for the performance of this contract. Subject to the withholding provided for in the clause of this contract entitled 'Fixed Fee', and unless the Contracting Officer determines that the contractor's performance is unsatisfactory, this fixed fee may be paid, as it accrues in monthly installments, in amounts which, when added to all previous payments on account of the fixed fee, bear the same proportion to the total fixed fee as the sum of the payments made and due on account of all allowable cost bear to the total estimated cost, or where appropriate, such payments of fixed fee will be based upon the percentage of completion of the work as determined from estimate made or approved by the Contracting Officer.

(c) **Estimated Contract Access Fee (CAF):** In addition to the estimated cost, the Government shall pay a CAF of (b)(4) of total obligated amount under this order. The estimated CAF, exclusive of any unexercised option(s), is (b)(4), which amount is based upon data on file in the office of the Contracting Officer. This sum may increase/decrease from time to time by contract modifications to the obligated amounts in Section G of this Order. This sum is invoiced by the contractor, Smartronix, and is the sole responsibility of the contractor for payment of the CAF to National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC). The CAF is for the use of National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Officers-Solutions and Partners 3 (CIO-SP3) Small Business Services/Solutions multiple award contract vehicle, Contract: HHSN316201200047W.

(d) **Sum Allotted:** There has been allotted for this contract, inclusive of the fixed fee, the total sum of \$77,350.09. Being (b)(4) on account of allowable cost, (b)(4) on account of fixed fee (applied @ (b)(4)), and (b)(4) on account of CAF (applied @ (b)(4)).

The following chart is for clarification:

CLIN / SLIN	TOTAL CPFF CEILING	PREVIOUSLY FUNDED OBLIGATIONS	OBLIGATED THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
<b>1000</b>	\$ (b)(4)	<b>BASE YEAR - SUPPORT</b>			
100001		\$0.00	(b)(4)		
<b>2000</b>	\$ (b)(4)	<b>BASE YEAR – AWS SERVICES</b>			
200001		\$0.00	(b)(4)		
<b>3000</b>	\$ (b)(4)	<b>BASE YEAR – CAF</b>			
300001		\$0.00	(b)(4)		
<b>1001</b>	\$ (b)(4)	<b>OPTION YEAR 1 - SUPPORT - NOT EXERCISED</b>			
		\$0.00	\$0.00	\$0.00	\$ (b)(4)
<b>2001</b>	\$ (b)(4)	<b>OPTION YEAR 1 – AWS SERVICES - NOT EXERCISED</b>			
		\$0.00	\$0.00	\$0.00	\$ (b)(4)
<b>3001</b>	\$ (b)(4)	<b>OPTION YEAR 1 – CAF - NOT EXERCISED</b>			
		\$0.00	\$0.00	\$0.00	\$ (b)(4)

<b>1002</b>	\$	(b)(4)	OPTION YEAR 2 - SUPPORT - NOT EXERCISED		
			\$0.00	\$0.00	\$0.00
					\$ (b)(4)
<b>2002</b>	\$	(b)(4)	OPTION YEAR 2 – AWS SERVICES - NOT EXERCISED		
			\$0.00	\$0.00	\$0.00
					\$ (b)(4)
<b>3002</b>	\$	(b)(4)	OPTION YEAR 2 – CAF - NOT EXERCISED		
			\$0.00	\$0.00	\$0.00
					\$ (b)(4)
<b>TOTAL</b>	\$	2,724,497.52	\$0.00	\$77,350.09	\$77,350.09
					\$ 2,647,147.43

**OPTION YEAR 1 and OPTION YEAR 2 ARE NOT EXERCISED.  
THEREFORE THEY ARE NOT INCLUDED IN THE TOTAL.**

The contractor shall cite on each invoice/voucher, in addition to all other requirements of this contract/order, the contract line item number (CLIN); the contract subline item number (SLIN) and accounting classification reference number (ACRN) for the portion, or portions of work being billed as specified in the contract or delivery order. For each ACRN on the invoice/voucher, the contractor shall identify the amount being billed against that ACRN.



## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)**

(a) Definition. As used in this clause, “sensitive information” includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked

otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012

## CLAUSES INCORPORATED BY FULL TEXT

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the second option year's performance period.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to beginning of the option's performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years, unless FAR clause 52.217-8 is activated.

(End of clause)

52.232-39

**52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

## 1. QASP

	<u>CDRL #</u>	<u>Description</u>
2.	A001	Invoice Support Documentation
3.	A002	Contract Status Reports
4.	A003	Staffing Plan
5.	A004	Task Order Status Report (TOSR)
6.	A005	Task Order Closeout Report
7.	A006	Contractor Manpower Quarterly Status Report (QSR)
8.	A007	Limitation Notification & Rationale
9.	A008	Quality Assurance Plan
10.	A009	Contract Funds Status Report (CFSR)
11.	A010	Cost and Schedule Milestone Plan
12.	A011	Contractor CPARS Draft Approval Document (CDAD) Report